

Objection. Vague and ambiguous with respect to the phrase “convinced.” Interpretation of the phrase “under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission’s Rules” calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, denied.

Request No. 574:

574. The audio tape at Attachment B contains a true and accurate recording of a telephone conversations which were recorded by NICE between NOS/ANI employee Marsha Gibbs and a representative of former NOS/ANI customer Tideland, Janice Baynor.

Objections and Response to Request No. 574:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. The Companies have attempted to locate the referred to recording apparently stolen from its recording system over one year ago. At this time, it is the Companies’ belief that the attachment is a materially accurate recording.

Request No. 575:

575. Attachment C beginning at page 11 line 4 and continuing to page 24 line 3 and beginning at page 37 line 21 and continuing to page 52 line 18 are true and accurate transcripts of telephone conversations which were recorded by NICE between NOS/ANI employee Marsha Gibbs and a representative of former NOS/ANI customer Tideland, Janice Baynor.

Objections and Response to Request No. 575:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. Further objection that the FCC published such proprietary stolen material without notice or consultation with the Companies. The Companies have attempted to locate the referred to recording apparently stolen from its

recording system over one year ago. At this time, it is the Companies' belief that the attachment is a materially accurate transcript.

Request No. 576:

576. The audio tape at Attachment J contains a true and accurate recording of a telephone conversation which was recorded by NICE between NOS/ANI employee Marsha Gibbs and a representative of former NOS/ANI customer Tideland, Janice Baynor.

Objections and Response to Request No. 576:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. The Companies have attempted to locate the referred to recording apparently stolen from its recording system over one year ago. At this time, it is the Companies' belief that the attachment is a materially accurate recording.

Request No. 577:

577. Attachment K beginning at page 3 line 2 and continuing to page 4 line 23 is true and accurate transcript of a telephone conversation which was recorded by NICE between NOS/ANI employee Marsha Gibbs and a representative of former NOS/ANI customer Tideland, Janice Baynor.

Objections and Response to Request No. 577:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. Further objection that the FCC published such stolen proprietary material without notice or consultation with the Companies. The Companies have attempted to locate the referred to recording apparently stolen from its recording system over one year ago. At this time, it is the Companies' belief that the attachment is a materially accurate transcript.

Request No. 578:

578. The audio tape at Attachment N contains a true and accurate recording of telephone conversations which were recorded by NICE between NOS/ANI employee Marsha Gibbs and a representative of former NOS/ANI customer Tideland, Janice Baynor.

Objections and Response to Request No. 578:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. The Companies have attempted to locate the referred to recording apparently stolen from its recording system over one year ago. At this time, it is the Companies' belief that the attachment is a materially accurate recording.

Request No. 579:

579. Attachment O beginning at page 3 line 3 and continuing to page 30 line 2 is true and accurate transcript of telephone conversations which were recorded by NICE between NOS/ANI employee Marsha Gibbs and a representative of former NOS/ANI customer Tideland, Janice Baynor

Objections and Response to Request No. 579:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. Further objection that the FCC published such stolen proprietary material without notice or consultation with the Companies. The Companies have attempted to locate the referred to recording apparently stolen from its recording system over one year ago. At this time, it is the Companies' belief that the attachment is a materially accurate transcript.

Request No. 580:

580. After Tideland had switched its service provider away from NOS/ANI, Ms. Gibbs told Ms. Baynor that Tideland's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Tideland.

Objections and Response to Request No. 580:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Denied that contact occurred after all lines were switched. Admitted that it was correctly represented that lines remained with the Companies.

Request No. 581:

581. Ms. Gibbs' statement that Tideland's new carrier switch was incomplete and that NOS/ANI was still showing call traffic was false.

Objections and Response to Request No. 581:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 582:

582. At the time of the statement, Ms. Gibbs knew that her statement that Tideland's new carrier switch was incomplete and that NOS/ANI was still showing call traffic was false.

Objections and Response to Request No. 582:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 583:

583. NOS/ANI Management knew that, at the time of the statement, the statement that Tideland's new carrier switch was incomplete and that NOS/ANI was still showing call traffic was false.

Objections and Response to Request No. 583:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 584:

584. After Tideland had switched its service provider from NOS/ANI, Ms. Gibbs told Ms. Baynor that, if Tideland did not sign a NOS/ANI LOA, NOS/ANI would be keeping Tideland's lines up and running at a liability or risk to NOS/ANI.

Objections and Response to Request No. 584:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that it was represented that the lines remaining with the Companies could be interrupted.

Request No. 585:

585. Ms. Gibbs' statement that, if Tideland did not sign a NOS/ANI LOA, NOS/ANI would be keeping Tideland's lines up and running at a liability or risk to NOS/ANI, was false.

Objections and Response to Request No. 585:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 586:

586. At the time of the statement, Ms. Gibbs knew that her statement that if Tideland did not sign a NOS/ANI LOA, NOS/ANI would be keeping Tideland’s lines up and running at a liability or risk to NOS/ANI was false.

Objections and Response to Request No. 586:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. The Companies cannot speak to Ms. Gibbs’ state of mind.

Request No. 587:

587. NOS/ANI Management knew that, at the time of the statement, the statement that, if Tideland did not sign a NOS/ANI LOA, NOS/ANI would be keeping Tideland’s lines up and running at a liability or risk to NOS/ANI, was false.

Objections and Response to Request No. 587:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 588:

588. After Tideland had switched its service provider from NOS/ANI, Ms. Gibbs told Ms. Baynor that Tideland's telephone service would be interrupted unless Tideland signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines.

Objections and Response to Request No. 588:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Denied that contact occurred after all lines were switched. Admitted that it was represented that a LOA could have such affect. Further admitted that the LOA did not contain a term commitment.

Request No. 589:

589. Ms. Gibbs' statement that Tideland's telephone service would be interrupted unless Tideland signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 589:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 590:

590. At the time of the statement, Ms. Gibbs knew that her statement that Tideland's telephone service would be interrupted unless Tideland signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 590:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 591:

591. NOS/ANI Management knew that, at the time of the statement, the statement that Tideland’s telephone service would be interrupted unless Tideland signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 591:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 592:

592. After Tideland had switched its service provider from NOS/ANI, Ms. Gibbs told Ms. Baynor that Tideland had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service.

Objections and Response to Request No. 592:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Denied that contact was made after all lines were switched. Admitted that it was represented that the lines remaining with the Companies could be interrupted.

Request No. 593:

593. Ms. Gibbs' statement that Tideland had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false

Objections and Response to Request No. 593:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 594:

594. At the time of the statement, Ms. Gibbs knew that her statement that Tideland had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 594:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. The Companies cannot speak to Ms. Gibbs' state of mind.

Request No. 595:

595. NOS/ANI Management knew that, at the time of the statement, the statement that Tideland had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 595:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 596:

596. Despite the fact that Ms. Baynor advised Ms. Gibbs that Ms. Baynor did not have authority to sign the NOS/ANI LOA without permission from the company CEO who was unavailable, Ms. Gibbs told Ms. Baynor that Ms. Baynor was, in fact, an authorized signer on the account.

Objections and Response to Request No. 596:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

The tapes speak for themselves.

Request No. 597:

597. Despite the fact that Ms. Baynor told Ms. Gibbs that Tideland’s CEO had to provide permission to sign the NOS/ANI LOA, Ms. Gibbs requested Ms. Baynor get an owner or attorney to sign instead.

Objections and Response to Request No. 597:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

The tapes speak for themselves.

Request No. 598:

598. At the time of her statement to Ms. Baynor, Ms. Gibbs was aware that an LOA signed by a person without authority for the account could not satisfy section 258 of the Act or sections 64.1120(c) or 64.1130 of the Commission’s Rules.

Objections and Response to Request No. 598:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Interpretation of the phrase “could not satisfy section 258 of the Act or sections 64.1120(c) and 64.1130 of the Commission’s Rules” calls for a legal conclusion.

Objection to the form of the Request, which is a hypothetical. The Companies cannot speak to Ms. Gibbs’ state of mind.

Request No. 599:

599. At the time of Ms. Gibbs’ statement to Ms. Baynor, NOS/ANI Management was aware that an LOA signed by a person without authority for the account could not satisfy section 258 of the Act or sections 64.1120(c) or 64.1130 of the Commission’s Rules.

Objections and Response to Request No. 599:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Interpretation of the phrase “could not satisfy section 258 of the Act or sections 64.1120(c) or 64.1130 of the Commission’s Rules” calls for a legal conclusion.

Objection to the form of the Request, which is a hypothetical. Without waiving said objections, denied.

Request No. 600:

600. After Tideland had switched its service provider from NOS/ANI, Ms. Gibbs told Ms. Baynor that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier completed the switch to its service.

Objections and Response to Request No. 600:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Denied that contact occurred after all lines were switched. Admitted that it was represented that an LOA could have such an affect. Further admitted that the LOA did not contain a term commitment.

Request No. 601:

601. Ms. Gibbs' statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier completed the switch to its service, was false.

Objections and Response to Request No. 601:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 602:

602. At the time of the statement, Ms. Gibbs knew that her statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier completed the switch to its service, was false.

Objections and Response to Request No. 602:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. The Companies cannot speak to Ms. Gibbs' state of mind.

Request No. 603:

603. NOS/ANI Management knew that, at the time of the statement, the statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier completed the switch to its service was false.

Objections and Response to Request No. 603:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 604:

604. Tideland did not authorize NOS/ANI to switch her service provider back to NOS/ANI.

Objections and Response to Request No. 604:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted. An LOA was not executed.

Request No. 605:

605. Ms. Gibbs used misleading statements or practices in her attempt to induce Tideland to sign a NOS/ANI LOA.

Objections and Response to Request No. 605:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, denied.

Request No. 606:

606. If NOS/ANI obtained Tideland’s authorization to switch its carrier to NOS/ANI by convincing Tideland to execute a NOS/ANI LOA, NOS/ANI did so through the use of misleading statements or practices.

Objections and Response to Request No. 606:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical Without waiving said objections, denied.

Request No. 607:

607. Tideland did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.

Objections and Response to Request No. 607:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “expressly, knowingly or willingly authorize.” Interpretation of the phrase “expressly, knowingly or willingly authorize” calls for a legal conclusion. Without waiving said objections, denied.

Tri-V Services

Request No. 608:

608. Immediately prior to May 7, 2002, Tri-V Services (“Tri-V”) was a customer of NOS/ANI d/b/a CierraCom Systems.

Objections and Response to Request No. 608:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 609:

609. On or about May 7, 2002, Tri-V’s telephone number was 586/323-9916.

Objections and Response to Request No. 609:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that the above-referenced number was associated with the referenced account.

Request No. 610:

610. On or about May 7, 2002, Tri-V was located at 607118 Mile Road, Sterling Heights, MI 48314.

Objections and Response to Request No. 610:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that the above-referenced address was associated with the referenced account.

Request No. 611:

611. On or about May 7, 2002, Tri-V switched its preferred IntraLATA service, InterLATA service, and local service provider from NOS/ANI.

Objections and Response to Request No. 611:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Denied that all lines were switched at the time Admitted that the Companies' records reflect they received notice on April 1, 2002 for the release of a toll-free number.

Request No. 612:

612. After Tri-V had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Tri-V for the purpose of inducing Tri-V to switch its service provider back to NOS/ANI.

Objections and Response to Request No. 612:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Denied that contact occurred after all lines were switched. Admitted that a Winback I call was made that included informing the customer that service remained with the Companies.

Request No. 613:

613. During the contact, the NOS/ANI employee utilized the Winback Script.

Objections and Response to Request No. 613:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the script was utilized; however, most of the discussion with the customer was outside the script.

Request No. 614:

614. I[f] the NOS/ANI employee convinced Tri-V to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch Tri-V's telephone service provider back to NOS/ANI.

Objections and Response to Request No. 614:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "convinced." Interpretation of the phrase "under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules" calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objection, admitted that an LOA was executed.

Request No. 615:

615. After Tri-V had switched its service provider away from NOS/ANI, a NOS/ANI employee contacted Tri-V and represented that Tri-V's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Tri-V.

Objections and Response to Request No. 615:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. On April 1, 2002 all lines were still with the Companies and showing traffic.

Request No. 616:

616. The NOS/ANI employee's statement that Tri-V's new carrier switch was incomplete and that NOS/ANI was still showing call traffic was false.

Objections and Response to Request No. 616:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 617:

617. At the time of the statement, the NOS/ANI employee knew that the statement that Tri-V's new carrier switch was incomplete and that NOS/ANI was still showing call traffic was false.

Objections and Response to Request No. 617:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 618:

618. NOS/ANI Management knew that, at the time of the statement, the statement that Tri-V's new carrier switch was incomplete and that NOS/ANI was still showing call traffic was false.

Objections and Response to Request No. 618:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 619:

619. After Tri-V had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Tri-V and represented that Tri-V's telephone service would be interrupted unless Tri-V signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines.

Objections and Response to Request No. 619:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Denied that contact occurred after all lines were switched. Admitted that it was represented that service could be interrupted on the remaining lines with the Companies.

Request No. 620:

620. The NOS/ANI employee's statement that Tri-V's telephone service would be interrupted unless Tri-V signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 620:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 621:

621. At the time of the statement, the NOS/ANI employee knew that its statement that Tri-V's telephone service would be interrupted unless Tri-V signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 621:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 622:

622. NOS/ANI Management knew that, at the time of its statement, the statement that Tri-V's telephone service would be interrupted unless Tri-V signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 622:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 623:

623. After Tri-V had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Tri-V and represented that Tri-V had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service.

Objections and Response to Request No. 623:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

Request No. 624:

624. The NOS/ANI employee's statement that Tri-V had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 624:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 625:

625. At the time of the statement, the NOS/ANI employee knew that its statement that Tri-V had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 625:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 626:

626. NOS/ANI Management knew that, at the time of the statement, the statement that Tri-V had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 626:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 627:

627. Tri-V signed an NOS/ANI LOA after the contact from NOS/ANI.

Objections and Response to Request No. 627:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 628:

628. On or about June 13, 2002, switched Tri-V's InterLATA service, IntraLATA service, and local telephone service back to NOS/ANI.

Objections and Response to Request No. 628:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted an LOA was submitted as executed.

Request No. 629:

629. Tri-V did not authorize NOS/ANI to switch its service provider back to NOS/ANI.

Objections and Response to Request No. 630:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

Request No. 631:

630. The NOS/ANI employee used misleading statements or practices in its attempt to induce Tri-V to sign a NOS/ANI LOA.

Objections and Response to Request No. 630:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, admitted an LOA was executed.

Request No. 631:

631. If NOS/ANI obtained Tri-V’s authorization to switch its carrier to NOS/ANI by convincing Tri-V to execute a NOS/ANI LOA, NOS/ANI did so through the use of misleading statements or practices.

Objections and Response to Request No. 631:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, admitted an LOA was executed.

Request No. 632:

632. Tri-V did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.

Objections and Response to Request No. 632:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “expressly, knowingly or willingly authorize.” Interpretation of the phrase “expressly, knowingly or willingly authorize” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 633:

633. On or about August 5, 2002, Tri-V again switched its telephone service provider away from NOS/ANI.

Objections and Response to Request No. 633:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies were notified of the service migration on August 15, 2002.

Request No. 634:

634. On or about August 19, 2002, NOS/ANI again switched Tri-V telephone provider back to NOS/ANI.

Objections and Response to Request No. 634:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted an LOA was submitted as executed.

Request No. 635:

635. On or about August 26, 2002, Tri-V again switched its telephone service provider from NOS/ANI.

Objections and Response to Request No. 635:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that lines were switched away. Toll-free line trafficked with the Companies until January 1, 2003.

Request No. 636:

636. Attachment U is a true and accurate copy of a letter dated October 2, 2002, from Tina Rand of Tri-V to NOS/ANI.

Objections and Response to Request No. 636:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. Companies' records cannot confirm the genuineness of the referenced document.

Request No. 637:

637. The following statement by Tri-V in Attachment U is true and accurate: "I have switched phone carriers from Cierracom to Ameritech in May."

Objections and Response to Request No. 637:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

Request No. 638:

638. The following statement by Tri-V in Attachment U is true and accurate: "In June and August you have stolen [Tri-V's phone service] back [from Ameritech]."

Objections and Response to Request No. 638:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

Request No. 639:

639. Attachment V is a true and accurate copy of a letter dated October 2, 2002, from Tina Rand of Tri-V addressed to The Federal Communications Commission and copied by Tri-V to NOS/ANI.

Objections and Response to Request No. 639:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. Companies' records cannot confirm the genuineness of the referenced document.

Request No. 640:

640. The following statement by Tri-V in Attachment V is true and accurate: "On May 7, Tri V Services switched our local service to Ameritech and our long distance service to Qwest."

Objections and Response to Request No. 640:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

Request No. 641:

641. The following statement by Tri-V in Attachment V is true and accurate: "On June 13 Cierracom stole [Tri-V's phone service] back."

Objections and Response to Request No. 641:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

Request No. 642:

642. The following statement by Tri-V in Attachment V is true and accurate: "On June 27th we attempted to go back to Ameritech. That switch was completed on August 5th."

Objections and Response to Request No. 642:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

Request No. 643:

643. The following statement by Tri-V in Attachment V is true and accurate: "Now on August 19th Cierracom again took us back."

Objections and Response to Request No. 643:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

Request No. 644:

644. The following statement by Tri-V in Attachment V is true and accurate: "The switch to Ameritech was made on August 26th."

Objections and Response to Request No. 644:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

Request No. 645:

645. The following statement by Tri-V in Attachment V, referring to NOS/ANI as “they,” is true and accurate: “When they call me they threaten me and tell me they are going to cut off all my phone lines.”

Objections and Response to Request No. 645:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

RESERVATION OF RIGHTS

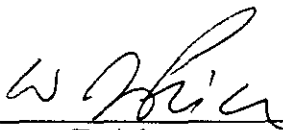
The Companies’ investigation of the facts and circumstances surrounding the matters identified by the Enforcement Bureau is ongoing. These Objections and Responses are based on currently available information. The Companies reserve the right to supplement and/or amend

these Objections and Responses at a later time if additional information is discovered during the course of future investigation.

Respectfully submitted,

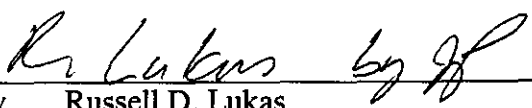
Counsel for

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July 11, 2003

* Licensed in the District of Columbia.

** Licensed in Maryland and the District of Columbia.

DECLARATION OF BRETT M. LEVASSEUR

I, Brett M. LeVasseur, Litigation Counsel of the NOS Communications, Inc., Affinity Network, Incorporated, and NOSVA Limited Partnership hereby declare that the foregoing responses to the objections and responses to the Bureau's Request for Admission of Facts and Genuineness of Documents are true and accurate to the best of my knowledge and belief.

I declare under penalty of perjury that the foregoing is true and correct.



Brett M. LeVasseur

July 11, 2003

CERTIFICATE OF SERVICE

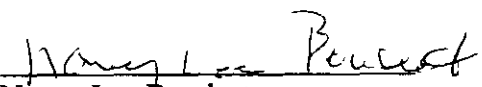
Nancy Lee Boudrot, certifies that she has, on this 1st day of July, 2003, except where noted, sent by first class United States mail copies of the foregoing a copy of the foregoing "Objections and Responses to Enforcement Bureau's Request for Admission of Facts and Genuineness of Documents" to:

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Administrative Law Judge
Federal Communications Commission
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Washington, D.C. 20554
(By Hand Delivery)

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